

Exhibit 5

INTERCOMPANY TAX SHARING AGREEMENT

This Intercompany Tax Sharing Agreement (this "Agreement") is made and entered into by and among [NEW PREMERA CORP.], [NEW PREMERA BLUE CROSS CORP.], PREMERA BLUE CROSS BLUE SHIELD OF ALASKA CORP., PREMERA FIRST, INC., WASHINGTON-ALASKA GROUP SERVICES, INC., MSC LIFE INSURANCE COMPANY, [NEW LIFEWISE HEALTH PLAN OF WASHINGTON, INC.], LIFEWISE ADMINISTRATORS, INC., [NEW QUALITY SOLUTIONS, INC.], LIFEWISE HEALTH PLAN OF OREGON, INC., STATES WEST LIFE INSURANCE COMPANY AND NORTHSTAR ADMINISTRATORS, INC. (individually referred to as the "Affiliate" and collectively referred to as the "Affiliates.")

Recitals.

A. Parent and the Affiliates comprise an affiliated group of corporations (the "Affiliated Group") filing a Consolidated Return (as defined herein) under the applicable provisions of the Code.

B. The parties wish to specify the manner in which they will share the Consolidated Tax Liability (as defined herein) of the Affiliated Group and the manner in which certain Tax Attributes (as defined herein) are to be treated as among the members of the Affiliated Group.

NOW, THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS.

1.1 "AMT" means the alternative minimum tax determined as provided in Section 55 of the Code.

1.2 "Code" means the Internal Revenue Code of 1986, as amended, together with the Treasury Regulations promulgated thereunder and the applicable rulings and interpretations thereof, and any successor provision thereof.

1.3 "Consolidated Return" means the consolidated federal income tax return filed by Parent on behalf of the Affiliated Group.

1.4 "Consolidated Return Year" means any Taxable Year for which a Consolidated Return is filed.

1.5 "Consolidated Tax Attributes" means Tax Attributes available to reduce the Regular Tax liability or the AMT liability, as the case may be, of a member of the Affiliated Group in a Consolidated Return Year in excess of the Tax Attributes that would have been available to such member in such Taxable Year on a Separate Return Basis.

1.6 "Consolidated Tax Liability" means the overall liability of the Affiliated Group for Taxes in any Consolidated Return Year, as reported on the Consolidated Return.

1.7 “Net Operating Loss” means any net operating loss or net operating loss carryover or carryback, as defined in Section 172 of the Code.

1.8 “Originating Affiliate” means the Affiliate which generated a particular Tax Attribute.

1.9 “Regular Tax” means the regular tax imposed on the taxable income of a corporation at the rates specified in Section 11 of the Code.

1.10 “Separate Tax Liability” means the amount (if any) of Regular Tax for which an Affiliate would be liable in any Taxable Year if the Affiliate had not joined in the filing of a Consolidated Return, but had instead filed (with its subsidiaries) and computed its Tax on a Separate Return Basis.

1.11 “Separate Return Basis” means the computation of Tax for a member of the Affiliated Group on the basis of a separate federal income tax return (including an Affiliate and its subsidiaries) for the Taxable Year.

1.12 “Tax” or “Taxes” means, with respect to any taxpayer for any Taxable Year, either the Regular Tax or the AMT, whichever is applicable for such Taxable Year.

1.13 “Taxable Year” means any Consolidated Return Year or separate taxable year, as the case may be.

1.14 “Tax Attributes” means either Net Operating Losses or Tax Credits.

1.15 “Tax Credit” means any credit or credit carryover that may be applied to reduce a taxpayer’s Regular Tax liability, including but not limited to the minimum tax credit determined as provided in Section 53 of the Code.

1.16 “Utilization Year” means the Taxable Year in which a particular Tax Attribute is utilized to offset the income of, or reduce the Taxes attributable to, an Affiliate other than the Originating Affiliate in determining the Affiliated Group’s Consolidated Tax Liability.

## 2. ALLOCATION OF CONSOLIDATED TAXABLE LIABILITY.

2.1 Consolidated Return. For each Taxable Year, commencing with the effective date of this Agreement, Parent and the Affiliates shall join in the filing of a Consolidated Return; and the parties agree to file such consents, elections and other documents as may be necessary or appropriate for such purpose. Parent shall pay on behalf of the Affiliated Group, on or before the due date for each Consolidated Return Year (including extensions), all Taxes reported thereon.

2.2 Allocation of Consolidated Tax Liability Among Parent and Affiliates. Each Affiliate shall be responsible for an shall reimburse the Parent for its share of the Affiliated Group’s Consolidated Tax Liability. An Affiliate’s share of the Affiliated Group’s Consolidated Tax Liability shall be determined as follows:

a. If Regular Tax Is Payable. If the Affiliated Group's Consolidated Tax Liability is for the Regular Tax, the Affiliate's share of such Tax shall be equal to its Regular Tax liability, computed on a Separate Return Basis, after taking into account all Consolidated Tax Attributes available to such Affiliate to reduce its Separate Tax Liability.

b. If AMT is Payable. If the Affiliated Group's Consolidated Tax Liability is for the AMT, the Affiliate's share of such Tax shall be the amount of AMT for which the Affiliate would be liable if computed on a Separate Return Basis (and without regard to the Regular Tax for such Taxable Year), after taking into account all Consolidated Tax Attributes available to such Affiliate to reduce AMT.

2.3 Payment. Each Affiliate shall pay promptly to the Parent, on a quarterly basis not later than the due date for the estimated quarterly payment of Taxes of the Affiliated Group, the Affiliate's share of such payment, estimated in the same manner as specified in Section 2.2, with final adjustments to be made following the preparation of the Consolidated Return for the Consolidated Return Year.

### 3. UTILIZATION OF TAX ATTRIBUTES.

3.1 Generally. In certain Consolidated Return Years, the Separate Tax Liability of one member of the Affiliated Group may be reduced through the utilization of Net Operating Losses of another member, or the Taxes payable by the Affiliated Group as a whole may be reduced by Tax Credits generated or earned by one member of the Affiliated Group which are in effect used to reduce the Separate Tax Liability of the other members. The parties intend that the tax savings attributable to the use of such Tax Attributes should inure generally to the benefit of the member of the Affiliated Group ("Originating Affiliate") that earned or generated the Tax Attributes in question; and that the members of the Affiliated Group should reimburse one another, through their common Parent, for the value of the Consolidated Tax Attributes utilized in each Consolidated Return Year.

3.2 Reimbursement for Utilization of Tax Attributes. For each Consolidated Return Year in which Consolidated Tax Attributes generated or earned by an Affiliate are utilized to reduce the Regular Tax liability of other members of the Affiliated Group (without regard to whether the Affiliated Group's Consolidated Tax Liability for such Taxable Year is computed with references to the Regular Tax or the AMT), the Affiliate utilizing the Tax Attributes shall reimburse the Parent, and the Parent shall in turn reimburse each Originating Affiliate, for the value of the Consolidated Tax Attributes so utilized. Such reimbursements shall be made as provided in Paragraph 3.5; and the value of the Tax Attributes in question shall be determined by reference to the differences between (i) the Affiliate's share of the Affiliated Group's Consolidated Tax Liability in the Utilization Year(s), and (ii) the share (as calculated pursuant to Section 2.2) of such Consolidated Tax Liability that the Affiliate would have been responsible for had said Tax Attributes not been available to the Affiliated Group in the Utilization Year(s).

3.3 Components. The parties will not reimburse one another for the use of components of taxable income other than the specific Tax Attributes named. Therefore, such components as capital loss carryforwards, excess charitable contributions, etc., will not be accounted for on a Separate Return Basis for purposes of this Agreement.

3.4 Payment. Each Affiliate shall pay or credit Parent, and Parent shall pay or credit each Originating Affiliate, on a quarterly basis in each Utilization Year, not later than the due date for the estimated quarterly payment of Taxes of the Affiliated Group for such year, the estimated amount which each such member of the Affiliated Group is required to pay, or is entitled to receive, for such quarter, with a final adjustment to be made following the preparation of the Consolidated Return for such Utilization year.

4. ADJUSTMENT. In the event of any adjustment of the Consolidated Tax Liability of the Affiliated Group for any Consolidated Return Year, by reason of the filing of an amended return, tentative loss carryback refund application, claim for refund, or an examination by the Internal Revenue Service, the respective liabilities of Parent and each Affiliate shall be redetermined hereunder after fully giving effect to any such adjustment, as if such adjustment had been part of the original computation; and the parties shall promptly settle any amounts owing among them.

5. FINANCIAL ACCOUNTING STANDARDS. For purposes of applying Statement of Financial Accounting Standards No. 109 ("FAS 109"), "current tax liability" of any Affiliate shall mean the amount due to the Parent under Section 2.2 of this Agreement, and "deferred tax liability" shall mean the deferred tax liability of each Affiliate based on the books and records of the Affiliate. Each Affiliate agrees to record income tax liability in its books and records in accordance with FAS 109. To the extent required by regulations promulgated by the applicable domiciliary state, the Parent and/or an Affiliate agrees to account for its income taxes in accordance with the Statement of Statutory Accounting Principles Number 10, as amended from time to time.

6. MISCELLANEOUS PROVISIONS.

6.1 The provisions and terms of this Agreement shall be binding on and shall inure to the benefit of any successor (whether by operation of law or otherwise) to any of the parties hereto.

6.2 Unless earlier terminated by the written mutual agreement of the parties, this Agreement shall remain in effect with respect to all taxable years for which Consolidated Returns are filed by the Affiliated Group.

6.3 No modification, extension, renewal, rescission, termination, or waiver of any provision contained herein shall be binding upon any party unless made in writing and signed on its behalf by an authorized officer of such party.

6.4 If at any time any other company becomes a member of the Affiliated Group, the parties hereto agree that such new member may become a party to this Agreement by executing a duplicate copy of this Agreement. Unless otherwise specified, such new member shall have all the rights and obligations of each other Affiliate under this Agreement.

6.5 This Agreement and any amendments to this Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, although the others shall not be produced, and execution of a counterpart shall be sufficient to make this Agreement binding upon the party executing the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above set forth.

[NEW PREMIERA CORP.]

[NEW PREMIERA BLUE CROSS CORP.]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PREMERA BLUE CROSS BLUE SHIELD  
OF ALASKA CORP.

PREMERA FIRST, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

WASHINGTON-ALASKA GROUP  
SERVICES, INC.

MSC LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

[NEW LIFEWISE HEALTH PLAN OF  
WASHINGTON, INC.]

LIFEWISE ADMINISTRATORS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

[NEW QUALITY SOLUTIONS, INC.]

LIFEWISE HEALTH PLAN OF  
OREGON, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATES WEST LIFE INSURANCE  
COMPANY

NORTHSTAR ADMINISTRATORS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_